



# भारत का राजपत्र

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इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके  
Separate paging is given to this Part in order that it may be filed as a separate compilation

## भाग IV

## PART IV

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं

## Advertisements and Notices by Private Individuals and Private Bodies

## NOTIFICATION BY THE SPICES AND OILSEEDS EXCHANGE LTD., SANGLI

The approval of the Secretary, Forward Markets Commission, under Sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), read with the Government of India, Ministry of Commerce and Industry, Notification S.O. No. 1162, dated the 4th May 1960, has been obtained on the 27th November 1965 to the following amendments made to the Bye-laws of the Spices and Oilseeds Exchange Ltd., Sangli.

## AMENDMENTS

I. In Bye-law 1, after clause (9), the following clause shall be inserted, namely :—

“(9A) “Non-transferable Specific Delivery Contract” means a non-transferable specific delivery contract as defined in the Forward Contracts (Regulation) Act, 1952, entered into, performed and regulated in accordance with Bye-laws 369 to 380 (both inclusive).”

II. After Bye-law 368, the following Bye-laws shall be inserted under the heading of “ADDITIONAL BYE-LAWS relating to NON-TRANSFERABLE SPECIFIC DELIVERY CONTRACTS IN GROUNDNUTS-IN-SHELL”, namely :—

“369. Bye-laws 369 to 380 (both inclusive) are additional Bye-laws relating to non-transferable specific delivery contracts in Groundnuts-in-shell. All the other bye-laws of the Exchange as may be in force from time to time shall also be applicable to such contracts and shall be binding on the members insofar as they are not specifically dealt with in and are not repugnant to these additional bye-laws.

Provided that the provisions in the other bye-laws regarding clearing shall not apply to non-transferable specific delivery contracts in Groundnuts-in-shell.

370. Every non-transferable specific delivery contract made subject to these bye-laws shall take effect as a contract wholly made at Sangli.

371. The non-transferable specific delivery contract shall be entered into only between members or between a member and a non-member.

372. All non-transferable specific delivery contracts shall be made in the prescribed form, serially numbered and supplied by the Exchange. The contract shall be made in quadruplicate, one copy each to be retained by the parties to the contract, one to be submitted to the Exchange forthwith and the fourth to be kept by the member who acted as broker. The parties to the con-

tract shall not include any special terms in the contract which are repugnant to the terms and conditions laid down in these bye-laws.

372A. Every member shall send to the Exchange periodical statements of non-transferable specific delivery contracts entered into by him in such form and manner as may be prescribed by the Board of Directors.

373. (a) The Board of Directors of the Exchange shall, before permitting non-transferable specific delivery contracts for any month, obtain the approval of the Forward Markets Commission for the same.

(b) The Forward Markets Commission shall have power not to grant such approval whenever it is considered expedient in the interest of the trade or in public interest so to do.

(c) No member shall enter into a non-transferable specific delivery contract for delivery in any month unless the Exchange has notified that such contracts are permitted.

374. Every non-transferable specific delivery contract shall result in the delivery of goods in accordance with and subject to the provisions and procedures laid down in the relevant Bye-laws.

375. No non-transferable specific delivery contract, once entered into, shall be settled mutually or by offsetting or by the hawala or in any manner nor shall delivery under the contract be postponed to a latter date except in accordance with the provisions of these bye-laws.

375A. The parties to the contract by mutual agreement may extend the delivery date by a period not exceeding 15 days subject to the condition that they shall immediately notify to the Exchange in writing the original date and the extended date of delivery. If it becomes necessary to extend further the date of delivery mutually agreed upon, the parties shall apply to the Exchange in writing setting forth the reasons for extension of time. The Board of Directors or the Sub-Committee appointed by the Board for this purpose shall have absolute discretion to extend or not the delivery time.

376. With a view to ensuring due compliance with the terms and conditions of the contract, the Board or a Sub-Committee appointed by the Board for the purpose, whenever it finds necessary or if called upon by the Forward Markets Commission may ask the members to furnish the following, as also other particulars, and members failing to do so will be liable to be penalised under the disciplinary bye-laws of the Exchange.

- (i) copies of the bill claiming moneys;
- (ii) numbers of the cheques issued for payment;
- (iii) the delivery order number, the date of delivery etc.;
- (iv) other relevant particulars to show the mode of delivery.

376A. Subject to the provisions of Bye-law 376C :—

(1) In case the seller fails to give delivery the buyer shall exercise any of the following options :—

- (i) Buy on the seller's account ready goods on the subsequent day of the date of delivery (due date) and claim from the seller the difference of the contract price and the purchase price.
- (ii) Close the transactions on the due date and claim from the seller the difference between the contract rate and the rate registered by the Exchange.
- (iii) Cancel the contract.

(2) The buyer may exercise one option for some part of the contract and another option for another part of the contract at his discretion.

376B. Subject to the provisions of Bye-law 376C :—

(1) In case the buyer refuses to accept delivery instructions or if he fails to take delivery of the goods against the delivery instructions, the seller shall exercise any of the following options :—

- (i) Sell on the buyer's account ready goods before the end of next working day of the day on which the buyer refuses to accept the delivery instructions and claim from the buyer, the difference of contract price and sale price.
- (ii) Close the contract on the day on which the buyer refuses to accept the delivery instructions or the buyer fails to take delivery of the goods against delivery instructions and claim difference between the contract price and the rate registered by the Exchange.
- (iii) Cancel the contract on the day on which the buyer refuses to accept delivery instructions or the buyer fails to take delivery of the goods against the delivery order.

(2) The seller may exercise one option for some part of the contract and another option for another part of the contract at his discretion.

376C. In each of the cases mentioned in Bye-laws 376A and 376B the buyer and the seller shall communicate to the Exchange in writing the failure or refusal, as the case may be within 5 days thereof. The party failing to give or take delivery shall give reasons for such failure and the opposite party shall, if it has exercised the option given in clause 1(ii) or 1(iii) of Bye-law 376A or 376B, explain the reasons why he preferred the option. If he has exercised his option given in clause 1(i) of Bye-law 376A or 376B, the party shall give particulars of the purchase or sale, as the case may be, effected by it.

The Board of Directors or a Sub-Committee appointed by it in this behalf, shall from time to time examine the aforesaid communications, taking into account all relevant circumstances and if it is not satisfied with the reasons or explanation furnished by any party or if it is not satisfied about the purchase or sale claimed to have been made by the party under clause 1(i) of Bye-law 376A or 376B, it may subject the party to such disciplinary action including imposition of fine, suspension and expulsion as it may deem fit, after giving the party an opportunity of being heard in the matter. With a view to restricting the use of the non-transferable specific delivery contracts only for the purpose of giving or taking actual delivery of goods and with a view to ensuring uniformity in dealing with cases of failure to give or take delivery, the Board of Directors may frame suitable rules under this Bye-law with the concurrence of the Forward Markets Commission.

377. (a) The Board of Directors of the Exchange may with the approval of the Commission, require at any time and from time to time, the buyer or the seller or both to deposit, in the interest of the trade, margins in respect of their outstanding non-transferable specific delivery contracts at the Exchange at such rates as may be fixed by the Board.

(b) The Forward Markets Commission may, in the interest of the trade or in public interest, exercise the power contained in clause (a) above.

378. No member shall enter into any non-transferable specific delivery contract in Groundnuts-in-shell otherwise than on the terms and conditions prescribed under these Bye-laws. Nothing contained in this bye-law shall apply to a non-transferable specific delivery contract in Groundnuts-in-shell entered into on the terms and conditions prescribed in the Bye-laws of another recognised association between members of that association or through or with any such member.

379. Any non-transferable specific delivery contract entered into in Groundnuts-in-shell which at the date of the contract is in contravention of the provision of any of the Bye-laws 372, 373, 374, 375 and 378 shall be illegal under the provisions of Section 15(3A) of the Forward Contracts (Regulation) Act, 1952.

380. The delivery period, delivery centres, quantity, and quality specifications in respect of non-transferable specific delivery contract shall be as specified in the respective contract."

In pursuance of proviso to Sub-section (4) of Section 11 of the said Act, the approval of the Secretary, Forward Markets Commission, has been obtained for dispensing with the condition of previous publication of the above-mentioned amendments in the interest of the trade.

M. R. PURANDARE

Secretary

The Spices & Oilseeds Exchange Ltd.,

Sangli

Dated : 29th November 1965

#### NOTIFICATION BY THE ALLEPPEY OIL MILLERS' AND MERCHANTS' ASSOCIATION, ALLEPPEY

The approval of the Secretary, Forward Markets Commission, under Sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce and Industry, Notification S.O. 1162, dated the 4th May 1960, has been obtained on the 11th March 1966 (date of Commission's approval to the amendment) to the following amendment made to the Bye-laws of the Alleppey Oil Millers' & Merchants' Association, Alleppey.

#### AMENDMENT

In Bye-law 125, for the figures "150" and "5" the figures "450" and "15" respectively shall be substituted.

2. In pursuance of the proviso to sub-section 4 of Section 11 of the said Act, the Secretary, Forward Markets Commission, has dispensed with, in the interest of the trade, the condition of previous publication of the above amendment.

Place : Alleppey.

Date : 14th March 1966.

Sd./- ILLEGIBLE

Secretary

The Alleppey Oil Millers' and Merchants' Association

#### NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER

Manager of Publications

#### CHANGE OF NAMES

I, hitherto known as SHANABHAI PARSHOTTAMBHAI MACHHI son of Shri PARSHOTTAMBHAI, employed as L.D. Clerk in Central Excise Divisional Office, Baroda, residing at Murdabari, Buranpur, Baroda, have changed my name and shall hereafter be known as Shri SANATKUMAR PURSHOTTAMBHAI KAPTAN.

It is certified that I have complied with other legal requirements in this connection.

SHANABHAI PARSHOTTAMBHAI MACHHI

(Sd. in existing name)

I, hitherto known as DEVI T. CHANDIRAMANI daughter of Shri THAKURDAS, employed as Lady Doctor in C.H.S.S., Bombay, residing at 5/13, Bhagwan-singh Colony, T. P. Road, Matunga, have changed my name and shall hereafter be known as DEVI MOTIRAM SHAHANI.

It is certified that I have complied with other legal requirements in this connection.

DEVI T. CHANDIRAMANI  
(Sd. in existing name)

I, hitherto known as RATTAN CHAND son of Shri IAWALA RAM, employed as Lower Division Clerk in Home Ministry, residing at House No. 5611, Street No. 76, Reharpura, Karol Bagh, New Delhi, have changed my name and shall hereafter be known as RATTAN SINGH SIDHU.

It is certified that I have complied with other legal requirements in this connection.

RATTAN CHAND  
(Sd. in existing name)

I, hitherto known as KRISHAN KUMAR CHUGH son of Shri SANT RAM, employed as D.S.T.E. in N. E. Railway, and residing at 17B, Rly. Officers' Colony, Gorakhpur, have changed my name and shall hereafter be known as KRISHAN KUMAR.

It is certified that I have complied with other legal requirements in this connection.

KRISHAN KUMAR CHUGH  
(Sd. in existing name)

I, hitherto known as NATHUNI ROUTH son of Shri PAHLAD MAHATO, employed as Pointsman in N. F. Railway under D.C.S., Alipurduar Jn., residing at Alipurduar Jn. under P.S. Alipurduar, Distt. Jalpaiguri, have changed my name and shall hereafter be known as NATHUNI MAHATO.

It is certified that I have complied with other legal requirements in this connection.

NATHUNI ROUTH  
(Sd. in existing name)

I, hitherto known as SARJOO son of Shri TAPESARI YADAWA, employed as Mazdoor in Mazagon Dock Ltd., have changed my name and shall hereafter be known as PARASOTTAM BIGAI YADAWA.

It is certified that I have complied with other legal requirements in this connection.

SARJOO TAPESARI YADAWA  
(Sd. in existing name)

I, hitherto known as MADHU RAMA MAHAR son of Shri RAMA YASHWANT MAHAR, employed as L.D.C. in Directorate of Supplies (Tex.), Bombay, have changed my name and shall hereafter be known as MADHUKAR RAMA NARINGREKAR.

It is certified that I have complied with other legal requirements in this connection.

MADHU RAMA MAHAR  
(Sd. in existing name)

I, hitherto known as PUNDLIK ANANDRAO RUPWATE son of Shri A. D. RUPWATE, employed as B/Carpenter in Car Shed Kurla, C. Rly., Bombay, have changed my name and shall hereafter be known as MANOHAR ANANDRAO RUPWATE.

It is certified that I have complied with other legal requirements in this connection.

P. A. RUPWATE  
(Sd. in existing name)

I, hitherto known as PHANIBHUSHAN MUCHI son of Late HARIPADA MUCHI, employed as Clerk in the Loco-Shed, South Eastern Railway/Adra, have changed my name and shall hereafter be known as "PHANIBHUSHAN DAS".

It is certified that I have complied with other legal requirements in this connection.

PHANIBHUSHAN MUCHI  
(Sd. in existing name)

I, hitherto known as LAKSHMI KANTA BARDALAI son of Shri HARENDRA CH. BARMAN, employed as 2nd F/Man in Asstt. Loco Foreman's Office, New Bongaigaon, residing at Loco Shed, New Bongaigaon, P.O. Simlaguri, Distt. Goalpara, Assam, have changed my name and shall hereafter be known as LAKSHMI KANTA BARMAN.

It is certified that I have complied with other legal requirements in this connection.

LAKSHMI KANTA BARDALAI  
(Sd. in existing name)

I, hitherto known as Miss USHA daughter of Shri RAJARAM, employed as Lower Division Clerk in A.G.'s Office, Maharashtra, Bombay, residing at 46, Raichand Nivas, Agar Bazar, Prabhadevi Road, Dadar, Bombay-28, have changed my name and shall hereafter be known as Mrs. SMITA SHANTARAM SAVANT.

It is certified that I have complied with other legal requirements in this connection.

USHA  
(Sd. in existing name)

#### CORRIGENDA

"Read SHAIK MADAR SAHEB instead of SHAIK MADON SAHEB printed in the 2nd line of first advt. in 1st Col. at page No. 172 in the Gazette of India, Part IV, dated 28-8-65".

"Read D. R. LACHHWANI in the first and 10th line of the 4th advt. in the 1st Col. at page 11 of the Gazette of India, Part IV, dated the 8-1-66".

D. R. LACHHWANI

#### NOTICE

IN THE COURT OF THE DISTRICT JUDGE,  
MUZAFFARPUR

Original Suit No. 2 of 1965

Urmila Devi ..... Petitioner  
versus

Shanker Prasad Sharma ..... Opposite Party

Notice to :—Shri Shanker Prasad Sharma s/o Khudi Lal Thakur of Mahalla Chandwara, P.S. Town, District Muzaffarpur, at present working as L.D. Clerk, Ministry of I & B. Akash Bhawan, Room No. 301, Parliament Street, New Delhi-1, India.

Notice is hereby given to you that one Urmila Devi daughter of Ram Saroop Sharma, at Mahalla Hela Bazar, P.S. Town Hajipur, District, Muzaffarpur, has brought a suit u/s 10(b) for judicial separation under Hindu Marriage Act of 1955 in this court and where as summons for appearance were issued to you which could not be served and where as 26th April 1966 has been fixed for hearing of the suit. You are therefore directed to appear personally or through a Advocate and to reply the charges levelled against you, failing which the suit will be heard and decided *ex parte*.

Given under my hand and the seal of this court the 14th March 1966.

A MUKHERJEE  
District Judge  
Muzaffarpur

## NOTICE

ESTATE : *JOHN COWIE O.B.E., deceased*

Pursuant to Section 360 of Act XXXIX of 1925 all persons having claims against the estate of the above-named deceased late of 5, Kensington Road, Glasgow and 20, Blythewood Square, Glasgow C.2 who died there on the 10th March 1963 are hereby required to send full particulars of their claims to Mr. Thomas Rattray, an Official of National And Grindlays Bank Limited,

Calcutta-1, the Administrator to the above estate on or before the 30th April 1966 after which date the said Administrator will proceed to distribute the assets without regard to any claims except those of which any notice shall then have been received.

Dated, the 17th March 1966.

SANDERSONS & MORGANS  
*Solicitors for the said Administrator,*  
Calcutta-1